

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

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BY DPTY. CLK. m
DATE 12-7-04

SHONNETT SISCO

Plaintiff,

- v. -

GOODWIN PROCTER LLP

Defendant.

Civil Action No.

04-cv-12564 DPW

NOTICE OF REMOVAL

MAGISTRATE JUDGE Alexander

Goodwin Procter LLP ("Goodwin") hereby gives notice that, pursuant to 28 U.S.C. §§ 1441 and 1446, it is removing the above-entitled action from the Commonwealth of Massachusetts Superior Court, Suffolk County (Civil Action No. 04-4727-B), to the United States District Court for the District of Massachusetts. The grounds for removal are set forth as follows:

1. Goodwin is the defendant in a civil action filed by Shonnett Sisco in the Commonwealth of Massachusetts Superior Court, Suffolk County, captioned *Shonnett Sisco v. Goodwin Procter LLP*, Civil Action No. 04-4727-B (the "Second Action"). The Summons and the Complaint in the Second Action were served on Goodwin on November 17, 2004. This Notice, therefore, is timely filed. *See* 28 U.S.C. § 1446(b).

2. On December 3, 2004, the Superior Court consolidated the Second Action with another case previously filed by Ms. Sisco against Goodwin, Civil Action No. 04-2513-E (the "First Action") (collectively, the "Pending Action").

3. The Pending Action alleges multiple claims surrounding Ms. Sisco's employment with Goodwin. The Pending Action asserts five causes of action against Goodwin, one of which is a claim asserted by Ms. Sisco under Title VII, one of which is a claim under 42 U.S.C. §1981, and one of which is a claim under the Family and Medical Leave Act ("FMLA") (collectively, the "Federal Claims").

4. The Court has jurisdiction over the Federal Claims pursuant to 28 U.S.C. §1331, and those claims are properly removed pursuant to 28 U.S.C. §§1441(a), (b) and/or (c). The remaining claims are so related to the Federal Claims that they form part of the same case or controversy and are properly removed pursuant to 28 U.S.C. §§1367 and/or 1441(c).

5. Copies of all process, pleadings and orders received by Defendant in the Pending Action are attached to this Notice as Exhibit A as follows:

- (a) First Action: Civil Action Cover Sheet, Summons, Complaint and Amended Answer;
- (b) Second Action: Civil Action Cover Sheet, Summons, and Complaint.

6. Upon the filing of this Notice of Removal, Goodwin shall give written notice thereof to Ms. Sisco, who is appearing pro se, and Goodwin shall file copies of said notice and this Notice of Removal with the Court Clerk, Suffolk County Superior Court of the Commonwealth of Massachusetts.

WHEREFORE, Defendant requests that the Pending Action proceed before this Court as an action originally commenced therein.

Respectfully submitted,

GOODWIN PROCTER LLP

By its attorneys,

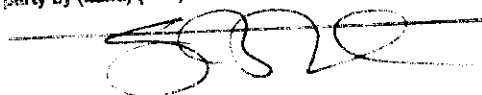


Jay Shepherd (BBO# 567844)
Stephen B. Reed (BBO# 561949)
Lurleen Manning (BBO# 655109)
Shepherd Law Group, P.C.
99 Summer Street, Suite 910
Boston, MA 02110
(617) 439-4200

Dated: December 7, 2004

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document
was served upon the attorney of record for each other
party by ~~hand~~ (mail) on 12/7/04



AOTC-8 #A005-11/98
A.O.C. 1-2000

CIVIL ACTION COVER SHEET INSTRUCTIONS **SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE**

CONTRACT			REAL PROPERTY			MISCELLANEOUS		
A01	Services, labor and materials	(F)	C01	Land Taking (eminent domain)	(F)	E02	Appeal from Administrative Agency, G.L.c. 30A	(X)
A02	Goods sold and delivered	(F)	C02	Zoning Appeal, G.L.c. 40A	(F)	E03	Action against Commonwealth Municipality, G.L.c. 25B	(A)
A03	Commercial Paper	(F)	C03	Dispute concerning title	(F)	E05	All Arbitration	(X)
A04	Sale or lease of real estate	(F)	C04	Foreclosure of Mortgage	(F)	E07	G.L.c. 112, s. 12S (Mortgage)	(F)
A12	Construction Dispute	(A)	C05	Condominium lien & charges	(F)	E08	Appointment of Receiver	(X)
A99	Other (Specify)	(F)	C99	Other (Specify)	(X)	E09	General Contractor bond, G.L.c. 149, s. 29, 29a	(A)
TORT			EQUITABLE REMEDIES			E11	Workers' Compensation	(X)
B03	Motor Vehicle Negligence	(F)	D01	Specific performance of contract	(A)	E12	G.L.c. 123A, s. 12 (SDP Commitment)	(X)
B04	Personal injury/Property Damage	(F)	D02	Reach and Apply	(F)	E14	G.L.c. 123A, s. 9 (SDP Petition)	(X)
	Other negligence	(F)	D06	Contribution or indemnification	(F)	E15	Abuse Petition, G.L.c. 209A	(X)
	personal injury/property damage	(A)	D07	Imposition of Trust	(A)	E16	Auto Surcharge Appeal	(X)
B05	Products Liability	(A)	D08	Minority Stockholder's Suit	(A)	E17	Civil Rights Act, G.L.c. 12, s. 11H	(A)
B06	Malpractice-Medical	(A)	D10	Accounting	(A)	E18	Foreign Discovery Proceeding	(X)
B07	Malpractice-Other (Specify)	(A)	D12	Dissolution of Partnership	(F)	E19	Sex Offender Registry G.L.c. 178M, s. 6	(X)
B08	Wrongful death, G.L.c. 229, s. 2A	(A)	D13	Declaratory Judgment G.L.c. 231A	(A)	E25	Pleural Registry (Asbestos cases)	
B15	Defamation (Libel-Slander)	(A)	D99	Other (Specify)	(F)	E95	Forfeiture G.L.c. 94C, s. 47	(F)
B19	Asbestos	(A)				E96	Prisoner Cases	(F)
B20	Personal Injury-Slip&Fall	(F)				E97	Prisoner Habeas Corpus	(X)
B21	Environmental	(F)				E99	Other (Specify)	(X)
B22	Employment Discrimination	(F)						
B99	Other (Specify)	(F)						

TRANSFER YOUR SELECTION TO THE FACE SHEET.

EXAMPLE

CODE NO.	TYPE OF ACTION (SPECIFY)	TRACK	IS THIS A JURY CASE?
B03	Motor Vehicle Negligence	(F)	Yes
3	Personal Injury		

SUPERIOR COURT RULE 29

DUTY OF THE PLAINTIFF. The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary), a statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 29(5)(C).

DUTY OF THE DEFENDANT. Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate, he or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.

**FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.**

Commonwealth of Massachusetts

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTIONNo. 04-2513 EShonnett Sisco, Plaintiff(s)Goodwin Procter LP, Defendant(s)

SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Shonnett Sisco

plaintiff's attorney, whose address is 24 Brookview St, Dorchester 02124, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Boston either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, Suzanne V. DeVecchio, Esquire, at Boston, the 10th day of June, in the year of our Lord two thousand Four.

Michael Joseph Donovan
Clerk/Magistrate

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.
3. TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED
(1) TORT — (2) MOTOR VEHICLE TORT — (3) CONTRACT — (4) EQUITABLE RELIEF — (5) OTHER

PROOF OF SERVICE OF PROCESS

I hereby certify and return that on _____, 200____, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5):

Dated: _____, 200____.

N.B. TO PROCESS SERVER:-

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

_____, 200____.

Commonwealth of Massachusetts

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION

No. _____

_____, Plff(s).

v.

_____, Deft(s).

SUMMONS
(Mass. R. Civ. P. 4)

(AFFIX FILING STAMP HERE)

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPT.
CIVIL ACTION
DOCKET NO.

04-2513 E

SHONNETT SISCO,

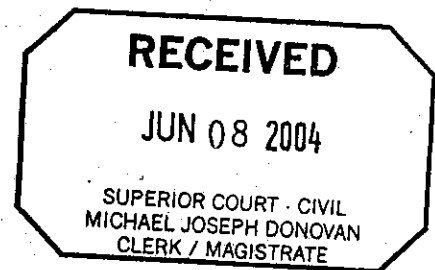
Plaintiff,

v.

GOODWIN PROCTER, LLP,

Defendant.

COMPLAINT



Introduction

This is an action for compensatory damages, punitive damages and a judgment in violation of Massachusetts General Laws, Chapter 152, §75B(2). The defendant, Goodwin Procter LLP (the "Company") has discriminated against me in providing workers' compensation benefits. The Company has failed to reimburse the amount of \$553.62, which is regarding a work-related claim of 2002. This is in retaliation for exercising rights under the Massachusetts workers' compensation act.

The Parties

1. The plaintiff, Shonnett Sisco resides at 26 Brookview Street, Dorchester, Massachusetts in Suffolk County and has been employed with the defendant since November 1998.

2. The defendant, Goodwin Procter LLP is a law firm with its principle place of business at Exchange Place, Boston, Massachusetts in Suffolk County.

Jurisdiction and Venue

3. This Court has jurisdiction under Mass. Gen. L. Ch. 233A §2.
4. Venue is proper because the alleged unlawful practice occurred in Suffolk County.

Factual Allegations

5. On or about November 21, 2001, I signed an agreement, which authorized the Company to withhold a portion of my *earned income* and deposit it into a dependent care account (flexible spending account) for the year 2002. Pursuant to Mass. Gen. L. Ch. 152, §46 this agreement does not apply to workers' compensation benefits. Under the Company's Summary Plan Description for the dependent care account (flexible spending account) it states "if you do not use the full balance of your account for a calendar year by such date, the Internal Revenue Code requires that THE UNUSED AMOUNTS BE FORFEITED." (See page 6). *(Attached as Exhibit A is a copy of the Dependent Care Expense Plan 2002 Enrollment Form and the Summary Plan Description.)*
6. On or about September 10, 2002 I sustained a work-related injury for carpal tunnel syndrome, which the defendant's insurance company, the Hartford Insurance Company initially contested. I provided Goodwin with a request to temporarily suspend participation in its Dependent Care Expense Plan during my leave of absence. During this time I did not have earned income and was ineligible to participate in the plan. *(Attached as Exhibit B is a copy of Employer's First Report of Injury or Fatality and a copy of the memorandum granting temporary participation suspension.)*

7. On or about October 29, 2002, I discovered that the Company made an *alleged* error regarding my workers' compensation benefits for August 2001. After I informed the Company of this incident I was reimbursed \$870.35 shortly thereafter. *(Attached as Exhibit C is a copy of the letter, the check issued and two Agreements to Pay Compensation regarding my 2001 workers' compensation claims.)*
8. On or about October 31, 2002, I requested an internal investigation regarding this incident through the Company's Equal Employment Opportunity Committee (the "EEOC"). I believed this act was intentional and in retaliation for filing a workers' compensation claim. I specifically complained about former benefits administrator, Mary Cuthbert. Ms. Cuthbert handled my August 2001 workers' compensation claim and also played a role regarding my current allegations. Although I presented sufficient evidence regarding my allegations, the request was denied. Robert M. Hale, P.C., whom was a member of the EEOC at the time, informed me that "*it is not apparent that your factual allegations would involve a violation.*" and "*retaliation for filing a workers' compensation claim is not within the scope of the Policy.*" Mr. Hale's latter statement contradicts what is written in the employee manual, and he was not authorized to make this decision according to the policy. During this time Mr. Hale was not the Chair of the EEO Committee. Therefore I asked for reconsideration of his decision. *(Attached as Exhibit D are copies of letters and memorandums regarding an internal investigation and a copy of the defendant's Equal Employment Opportunity Policy from its Employee Manual.)*
9. On or about November 19, 2002 the Company issued me a short-term disability check for my illness while the Hartford Insurance Company continued to contest the

workers' compensation claim. The check was minus my previously agreed pre-tax deductions. *(Attached as Exhibit E is a copy of the short-term disability check.)*

10. On about December 3, 2002 I was reminded that the balance of my dependent care account (flexible spending account (\$553.62)) would be forfeited, unless I provided the appropriate child care receipts as per the previously signed agreement. *(Attached as Exhibit F is the e-mail regarding the forfeiture.)*

11. On or about January 9, 2003 I signed an Agreement to Pay Compensation regarding my 2002 workers' compensation claim, which was signed by Judge Purcell on January 30, 2003. The agreement states that the "insurance company would forward the workers' compensation check to the Company to reimburse them for the short-term disability payments of \$5,230.89 that were paid." A check was issued to the Company shortly thereafter in the amount of \$5,230.89. I received \$955.16 for the period of partial incapacity (11-18-02 through 12-8-02). *(Attached as Exhibit G is a copy of the Agreement to Pay Compensation that was signed by Judge Purcell.)*

12. On or about February 27, 2003 the Payroll Manager, Jean Duguay sent an e-mail to a co-worker regarding clarification of my tax impact regarding deductions. The last paragraph is evidence of inaccuracies regarding the reversal of *all* pre-tax deductions. *(Attached as Exhibit H is a copy of the e-mail.)*

13. On or about March 16, 2003 the Company informed me that they would not reconsider my request for an internal investigation regarding my allegations of discriminatory treatment in the distribution of my workers' compensation benefits. The Company also failed to monitor its employees regarding my benefits for 2002, which resulted in an additional loss and shows a pattern of harassment that is in retaliation for

participating in workers' compensation proceedings. *(Attached as Exhibit I is a memorandum and e-mail denying my request for reconsideration of an internal investigation.)*

14. On or about March 17, 2003 the Company entered into a second agreement regarding my workers' compensation pay and the issuance of a revised W-2 (a W-2c). The attached Exhibit J is the second agreement. On the last page, which is entitled "Analysis of Reversing Shonnett Sisco's Short Term Disability Payment for 2002" the Company agreed to reverse the pre-taxed deductions of Box 10 and 12 that were associated with the short-term disability check. This was due to \$0 income for the period of total disability (9/10/02 through 11/17/02). Pursuant to Mass. Gen. L. Ch. 152, §19 (1), this agreement is enforceable in the same manner as an order under section twelve. *(Attached as Exhibit J is the second agreement regarding my workers' compensation claim of 2002.)* During this period I had pre-tax deductions of \$961.50, which were previously deposited into my dependent care account (flexible spending account). *(Attached as Exhibit K are copies of my pay stubs for the period of total disability.)* The Company reversed the \$961.50 from my W-2 regarding the dependent care account (flexible spending account), but failed to make the same change to the actual account which had a balance of \$553.62 prior to the forfeiture date of January 31, 2003. This figure was forfeited by the Company on January 31, 2003, which was the day after the Agreement to Pay Compensation was signed by Judge Purcell. (See Exhibit G).
15. On or about April 3, 2003 I discovered that a document entitled "siscoworkercomp" was left on the Company's computer system unprotected. This document shows evidence of the benefits administrator's awareness of the possibility of

having the short-term disability payments reversed. (*Attached as Exhibit L is the email and memo.*)

16. The Company became aware that I was aggrieved of this loss of workers' compensation benefits during proceedings and correspondence submitted to the Massachusetts Commission Against Discrimination (the "MCAD") in September 2003 and at an appeals hearing in 2004. This relevant information was inadvertently left out when I submitted my position statement to the MCAD. This resulted in a lack of probable cause. The attorney whom handled my workers' compensation claim for 2002, James W. Nagle, P.C., also assisted with the proceedings at the MCAD. Mr. Nagle is a Partner for the defendant and has extensive experience regarding labor and employment law. (*Attached as Exhibit M is proof of the Company's awareness of the alleged and Mr. Nagle's biography.*)

17. On or about September 25, 2003 I obtained a document that was prepared by the former benefits administrator, which summarized my 2002 dependent care account (flexible spending account). The document is attached hereto as *Exhibit N*. On the attached exhibit, the Year to Date ("YTD") figure is incorrect. The correct YTD amount credited to my account is \$3,653.70 as per my W-2c and not \$4,061.58 as indicated on the attached sheet. Although I originally elected the Company to withhold \$4,999.80 from my salary for 2002, due to my workers' compensation leave of absence \$3,653.70 was declared earned income regarding the account. I received \$4,061.58 from my account as indicated on the attached sheet. This figure is over the full balance the defendant reported to the IRS by \$407.88. This amount (\$407.88) when added to the alleged forfeiture amount of \$553.62 totals \$961.50. This amount (\$961.50) is the total

the defendant agreed to reverse as it was originally placed in my dependent care account (flexible spending account), but was eventually declared workers' compensation, which is not income.

18. On or about March 4, 2004 I attended an appeals hearing at the MCAD regarding racial discrimination and retaliation. The defendant's Human Resource Director, Julie Hackett attended this hearing, as well as Mr. Nagle. During the hearing I verbally expressed that the defendant illegally retained \$553.62 of my workers' compensation benefits that should be returned to me. I also stated that it was against Massachusetts General Laws to retain this amount regarding an agreement that was signed prior to the workers' compensation injury. The defendant is aware of this, but has failed to reimburse the amount owed.

19. On or about May 10, 2004 I obtained the Internal Revenue Service's (the "IRS") Publication 1796, Federal Tax Products on CD-ROM from the National Technical Information Service (the "NTIS"). The National Technical Information Service serves as our nation's largest central source for government-sponsored scientific, technical, engineering, and related business information. The IRS defines forfeitures of dependent care accounts (flexible spending accounts) as **"amounts credited to your dependent care benefit account (flexible spending account) and included in the amount shown in box 10 of your W-2, but not received because you did not incur the expense."** (See Page 10). *(Attached as Exhibit O is an original IRS Publication 503 Child and Dependent Care Expense for 2003 and pages 7, 10 and 11 of Publication 503 Child and Dependent Care Expense for 200 that was printed from the CD-ROM.)* I received the amount the defendant reported to the IRS of \$3,653.70. The attached publication also

states "your employer must give you a Form W-2 (or similar statement), showing in box 10 the *total* amount of dependent care benefits provided to you during the year under a qualified plan." (See Page 10.) I did not forfeit any money regarding the dependent care account (flexible spending account). The amount the defendant retained of \$553.62 and did not report to the IRS as a forfeiture or income of my account should be returned as it is workers' compensation. On Page 7 of the attachments, it specifically states that "earned income does not include workers' compensation." (*Attached as Exhibit P is a copy of my last pay stub for 2002, my W-2 and W-2c regarding the above.*)

Conclusion

20. I was subjected to unlawful harassment that culminated in a tangible employment action. This was in retaliation for my participation in workers' compensation proceedings, which is protected activity and the company cannot claim an affirmative defense. *See Burlington Industries, Inc. v. Ellerth, 118 S. Ct. 2257 (1998)*, and *Faragher v. City of Boca Raton, 118 S. Ct. 2275 (1998)*. The defendants have previously investigated and obtained factual knowledge of the *alleged* forfeiture amount set forth above for the MCAD proceedings. The Company knew or should have known that it is against the law to forfeit a portion of my workers' compensation money based on a prior agreement. The defendants were also aware that I was ineligible to contribute money to my dependent care plan as my leave of absence was eventually ruled a non-paid leave. The Company has acted with egregiousness and reckless disregard concerning my loss of compensation. The Company has refused to deal with me in good faith regarding the benefits owed to me and has displayed a pattern of retaliatory harassment for my

participation in workers' compensations proceedings. This resulted in the failure to properly reverse my dependent care account (flexible spending account) or, reimburse the amount owed of \$553.62.

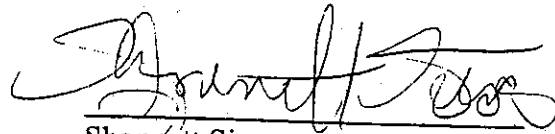
21. According to Mass G. L. Ch. 152, §46, the defendants cannot forfeit my workers' compensation benefits regarding a prior agreement. The Company signed a second agreement, which should be enforced according to Mass. Gen. L. Ch. 152, §19(1). The defendant's refusal to honor this agreement is a breach of contract. Prior to the allegations set forth herein, I complained to the defendant regarding the distribution of benefits. The Company refused to investigate my allegations or monitor its employees regarding the distribution of my compensation. This was also in retaliation for participating in workers' compensation proceedings. This is an intentional act and a clear violation of Mass. G. L. Ch. 152, §75B(2).

22. **WHEREFORE**, plaintiff demands that the Court grant the following relief:

- a. Compensatory damages, in an amount to be determined at trial, but in excess of \$1,000,000.00;
- b. Interest;
- c. Punitive damages, in an amount to be determined at trial but, in excess of \$1,000,000.00;
- d. Costs; and
- e. Whatever equitable relief the Court deems necessary to protect the rights granted by Mass. Gen. Laws Ch. 152, §75B(2).

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

DATE 6-8-04

A handwritten signature in black ink, appearing to read "Shonnelt Sisco", written over a horizontal line.

Shonnelt Sisco
26 Brookview Street
Dorchester, Massachusetts 02124
(617) 822-6932

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

SUPERIOR COURT DEPT.

SHONNETT SISCO

Plaintiff,

- v. -

Civil Action No. 04-2513E

GOODWIN PROCTER LLP

Defendant.

AMENDED ANSWER OF GOODWIN PROCTER LLP TO PLAINTIFF'S COMPLAINT

For its answer to plaintiff Shonnett Sisco's ("Plaintiff") Complaint, Goodwin Procter LLP ("Defendant") states as follows:

FIRST DEFENSE

Defendant answers each paragraph of the Complaint without waiving, but expressly reserving, all rights that Defendant may have to seek relief by appropriate motion directed to the allegations in the Complaint. Defendant answers the allegations set forth in the separately numbered paragraphs as follows:

"Introduction"

The first sentence of the Introduction contains only legal averments to which Defendant need not reply. Defendant denies the remaining allegations in the Introduction.

"The Parties"

1. Defendant is without knowledge or information sufficient to form a belief as to where Plaintiff resides, but admits the remaining allegations in Paragraph 1.

2. Defendant admits that it is a law firm and that it has an office at Exchange Place, Boston, Massachusetts in Suffolk County. Defendant is without knowledge or information sufficient to answer the averment with respect to the “principle” place of business.

“Jurisdiction and Venue”

3. Paragraph 3 contains only legal averments to which Defendant need not reply.

4. Paragraph 4 contains only legal averments to which Defendant need not reply.

“Factual Allegations”

5. Defendant admits that plaintiff signed a document on November 21, 2001 regarding her dependent care account, which is the best evidence of its contents. The second sentence¹ of Paragraph 5 contains only legal averments to which Defendant need not reply. With respect to the remainder of Paragraph 5, Defendant admits that the Goodwin, Procter & Hoar Flexible Benefits Plan Summary Plan Description and a Dependent Care Expense Plan 2002 Enrollment Form signed by the Plaintiff on November 21, 2002 are appended at Tab A of the Complaint and that said documents are the best evidence of their contents. Defendant denies the remaining allegations of this paragraph.

6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 6. Defendant admits the allegations in the second sentence of Paragraph 6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegation in the third sentence of Paragraph 6. Defendant admits that a copy of the Employer’s First Report of Injury dated September 11, 2002 and a memorandum from Mary Cuthbert to Plaintiff dated October 24, 2002 are appended to the

¹ In referring to specific sentences of the Complaint’s paragraphs using ordinal numbers (“the third sentence of the paragraph”), Defendant is not counting Plaintiff’s parenthetical, italicized sentences.

Complaint at Tab B and states that those documents are the best evidence of their contents.

Defendant denies the remaining allegations of this paragraph.

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 7. Defendant admits that it reimbursed Plaintiff \$870.35, less applicable withholdings for the reasons set forth in a November 5, 2002 letter from Julie Hackett to Plaintiff's worker's compensation counsel, a copy of which is appended to the Complaint at Tab C and which is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 7.

8. Defendant admits that Plaintiff sent Robert Hale a letter dated October 29, 2002 which is appended to the Complaint at Tab D and is the best evidence of its contents. Otherwise, Defendant denies the allegations set forth in the first and third sentences of Paragraph 8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the second and fourth sentences of Paragraph 8, but denies that it discriminated against Plaintiff or retaliated against her in any way. Defendant denies the allegations in the fifth sentence of Paragraph 8. Defendant admits that a November 11, 2002 memorandum from Mr. Hale to Plaintiff is among the documents appended at Tab D and states that it is the best evidence of its contents. Defendant otherwise denies the allegations set forth in the sixth and seventh sentences of Paragraph 8. Defendant admits the allegations in the eighth sentence of Paragraph 8. Defendant is without information or knowledge sufficient to form a belief as to the truth of the allegations in the ninth sentence of Paragraph 8.

9. Defendant admits the allegations in the first sentence of Paragraph 9. Defendant admits that a copy of a November 21, 2002 statement of earnings from Defendant to Plaintiff is

attached at Tab E to the Complaint and that the statement of earnings is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 9.

10. Defendant admits that a December 3, 2002, e-mail from Kristen Fuller to Plaintiff is attached as Tab F to the Complaint and states that the e-mail is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 10.

11. Defendant admits that a document entitled "Agreement to Pay Compensation" is attached to the Complaint at Tab G and states that that agreement is the best evidence of its contents. Otherwise, Defendant denies the allegations in the first and second sentences of Paragraph 11. Defendant admits the allegations in the third sentence of Paragraph 11. Defendant is without information or knowledge sufficient to form a belief as to the truth of the allegations in the fourth sentence of Paragraph 11.

12. Defendant admits that an e-mail dated February 27, 2003 from Jean Duguay to Theresa Nott is attached to the Complaint at Tab H and states that the e-mail is the best evidence of its contents. Defendant denies the remaining allegations in Paragraph 12.

13. Defendant admits that a March 16, 2003 e-mail from Mr. Hale to Plaintiff (with an attachment dated January 23, 2003) is attached to the Complaint at Tab I and states that the e-mail and its attachment are the best evidence of their contents. Otherwise, Defendant denies the allegations in Paragraph 13.

14. Defendant admits that on March 17, 2003 James Nagle wrote a letter to Plaintiff's worker's compensation attorney Thomas Gratzner, which is the best evidence of its contents. Otherwise, Defendant denies the allegations in the first through fourth sentences of Paragraph 14. The fifth sentence of Paragraph 14 contains only legal averments to which Defendant need not reply. Defendant is without knowledge or information sufficient to form a belief regarding

the truth of the allegations in the sixth sentence of Paragraph 14 because it does not understand the allegations. Defendant admits that it reversed the \$961.50 on her W-2 and that her account had a balance of \$553.62 prior to the date on which balances had to be forfeited which was January 31, 2002, but denies the remaining allegations in the seventh sentence of Paragraph 14. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the eighth sentence of Paragraph 14 because it does not understand those allegations.

15. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 15. Defendant admits that an April 3, 2003 e-mail from Julie Hackett to Plaintiff and a December 18, 2002 memorandum from Ms. Hackett to James Nagle are attached to the Complaint at Tab L and that those documents are the best evidence of their contents. Defendant denies the remaining allegations in Paragraph 15.

16. Defendant denies the allegations in the first sentence of Paragraph 16. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the second sentence of Paragraph 16, although it denies that the information referenced is relevant. Defendant admits that the MCAD's Lack of Probable Cause ("LOPC") finding with respect to Plaintiff's September 3, 2003 MCAD charge is attached at Tab M to the Complaint and states that the LOPC is the best evidence of its contents. Otherwise, Defendant denies the allegations in the third sentence of Paragraph 16. Defendant admits that James Nagle appeared on behalf of Defendant at the MCAD proceedings, but denies the remaining allegations in the fourth sentence of Paragraph 16. Defendant admits the allegations in the fifth sentence of Paragraph 16. Defendant admits that a document from Defendant's "Attorney Directory" is

attached at Tab M to the Complaint and states that that document is the best evidence of its contents.

17. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first or second sentences of Paragraph 17. With respect to the third sentence of Paragraph 17, Defendant admits that a document entitled "Shonnett Sisco Dependent Care Flexible Spending Account Plan Year 2002" is attached at Tab N of the Complaint and states that that document is the best evidence of its contents, but Defendant is without knowledge or information sufficient to state whether the information shown on the document was correct when the document was created. With respect to the fourth sentence of Paragraph 17, Defendant states that Plaintiff's W-2C is the best evidence of its contents and that the W-2C correctly reflects the amount credited to Plaintiff's dependent care account, but Defendant is otherwise without knowledge or information sufficient to form a belief as to the truth of the allegations in the fourth sentence of Paragraph 17. Defendant admits that Plaintiff originally elected to withhold \$4,999.80 from her salary in 2002, but denies the remaining allegations in the fifth sentence of Paragraph 17. Defendant admits that it reimbursed Plaintiff for \$4,061.58 in dependent care expenses, but denies the remaining allegations in the sixth sentence of Paragraph 17. Defendant admits that it reimbursed Plaintiff for \$407.88 more than was ultimately credited to her dependent care account and that Plaintiff is liable for this difference, but otherwise denies the allegations in the seventh sentence of Paragraph 17. Defendant admits that \$407.88 plus \$553.62 equals \$961.50, but denies that the \$553.62 was forfeited and denies that the two amounts should be added together for any purposes relevant to this lawsuit. Defendant denies the allegations in the ninth sentence of Paragraph 17.

18. Defendant admits the allegations in the first two sentences of Paragraph 18. Defendant admits that Plaintiff made allegations about her workers' compensation benefits that were not relevant to her MCAD proceedings and which Defendant did not understand. Defendant further states that Defendant invited her to bring any concerns about her workers' compensation benefits directly to the Firm, which Plaintiff declined to do. Defendant otherwise denies the allegations in Paragraph 18.

19. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the first, second, third, and fourth, fifth and eighth sentences of Paragraph 19. Defendant admits that a document entitled "Publication 503 Child and Dependent Care Expenses" is attached at Tab O to the Complaint and states that that document is the best evidence of its contents. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the sixth sentence of Paragraph 19 because Defendant does not understand the allegations. Defendant denies the allegations in the seventh sentence of Paragraph 19.

"Conclusion"

20. Defendant denies the allegations in Paragraph 20.

21. The allegation in the first sentence of Paragraph 21 contains only legal averments to which Defendant need not reply. With respect to the second sentence of Paragraph 21, Defendant admits that Mr. Nagle wrote a letter to Mr. Gratzner on March 17, 2003 which is the best evidence of its contents, but denies that it was a "second" agreement. Defendant states that the remainder of the allegations in the second sentence contain only legal averments to which Defendant need not reply. Defendant denies the remaining allegations in Paragraph 21.

SECOND DEFENSE

Plaintiff fails to state a claim upon which relief may be granted.

THIRD DEFENSE

Plaintiff has not been damaged in the sums or the manner alleged, or in any sum or manner, at all.

FOURTH DEFENSE

Defendant has at all times acted in good faith in attempting to handle properly any payroll benefits or taxation issues regarding the Plaintiff.

FIFTH DEFENSE

Any obligations Defendant may have to Plaintiff are more than offset by the obligations she has to the Defendant with respect to the payroll issues raised in this action.


GOODWIN PROCTER LLP

By its attorneys,

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party by (hand) (mail) on 7-21-04

Dated: July 21, 2004


Jay Shepherd (BBO# 567844)
Lurleen Manning (BBO# 655109)
Shepherd Law Group, P.C.
99 Summer Street, Suite 910
Boston, MA 02110
Telephone (617) 439-4200
Fax (617) 439-4207

CIVIL ACTION COVER SHEET		04-4727-B	The Court of Massachusetts Superior Court Department County: _____
PLAINTIFF(S) <i>Shannett Sisco</i>		DEFENDANT(S) <i>Goodwin Procter LLP</i>	
ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE <i>26 Brookview Street Dorchester, MA 02124 Tel: 822-6932</i>		ATTORNEY (NAME) 	
Origin code and track designation			
Place an x in one box only:			
<input checked="" type="checkbox"/> 1. F01 Original Complaint		<input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 97 & 104 (After trial) (X)	
<input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)		<input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)	
<input type="checkbox"/> 3. F03 Retrair transfer to Sup.Ct. C.231,s.102C (X)		<input type="checkbox"/> 6. E10 Summary Process Appeal (X)	
TYPE OF ACTION AND TRACK DESIGNATION (See reverse side)			
CODE NO. <i>B22</i>	TYPE OF ACTION (specify) <i>Employment Discrimination</i>	TRACK 	IS THIS A JURY CASE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.			
TORT CLAIMS (Attach additional sheets as necessary)			
A. Documented medical expenses to date:			
1. Total hospital expenses			\$ 0
2. Total Doctor expenses			\$ 0
3. Total chiropractic expenses			\$ 0
4. Total physical therapy expenses			\$ 0
5. Total other expenses (describe)			\$ 0
Subtotal			\$ 553.62
B. Documented lost wages and compensation to date			
C. Documented property damages to date			
D. Reasonably anticipated future medical and hospital expenses			
E. Reasonably anticipated lost wages			
F. Other documented items of damages (describe)			
G. Brief description of plaintiff's injury, including nature and extent of injury (describe) <i>I was subjected to a racially motivated hostile work environment that is in retaliation for complaining and participating in State and Federal proceedings.</i>			
TOTAL			\$ 553.62
CONTRACT CLAIMS (Attach additional sheets as necessary)			
Provide a detailed description of claim(s):			
TOTAL \$		
PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT <i>04-2513E, Shannett Sisco vs. Goodwin Procter LLP, Suffolk</i>			
"I hereby certify that I have complied with the requirements of Rule 6 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."			
Signature of Attorney of Record <i>Shannett Sisco</i>			X DATE: <i>10/29/04</i>

CIVIL ACTION COVER SHEET INSTRUCTIONS

SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

CONTRACT			REAL PROPERTY			MISCELLANEOUS		
A01	Services, labor and materials	(F)	C01	Land Taking (eminent domain)	(F)	E02	Appeal from Administrative Agency, G.L.c. 30A	(X)
A02	Goods sold and delivered	(F)	C02	Zoning Appeal, G.L.c. 40A	(F)	E03	Action against Commonwealth (Municipality, G.L.c. 258)	(A)
A03	Commercial Paper	(F)	C03	Dispute concerning title	(F)	E05	All Arbitration	(F)
A04	Sale or lease of real estate	(F)	C04	Foreclosure of Mortgage	(X)	E07	G.L.c. 112, s. 12S (Mary M...)	(F)
A12	Construction Dispute	(A)	C05	Condominium lien & charges	(X)	E08	Appointment of Receiver	(F)
A99	Other (Specify)	(F)	C99	Other (Specify)	(X)	E09	General Contractor bond G.L.c. 149, s. 29, 29a	(A)
TORT			EQUITABLE REMEDIES			E11	Workers' Compensation	(X)
B03	Motor Vehicle Negligence	(F)	D01	Specific performance of contract	(A)	E12	G.L.c. 123A, s. 12 (SDP Commitment)	(X)
B04	Personal Injury/Property Damage	(F)	D02	Reach and Apply	(F)	E14	G.L.c. 123A, s. 9 (SDP Petition)	(X)
	Other negligence		D06	Contribution or indemnification	(F)	E15	Abuse Petition, G.L.c. 209A	(X)
B05	personal injury/property damage	(A)	D07	Imposition of Trust	(A)	E16	Auto Surcharge Appeal	(X)
	Products Liability		D08	Minority Stockholder's Suit	(A)	E17	Civil Rights Act, G.L.c. 12, s. 11H	(A)
B06	Malpractice - Medical	(A)	D10	Accounting	(A)	E18	Foreign Discovery Proceeding	(X)
B07	Malpractice - Other (Specify)	(A)	D12	Dissolution of Partnership	(F)	E19	Sex Offender Registry G.L.c. 178M, s. 6	(X)
B08	Wrongful death, G.L.c. 229, s. 2A	(A)	D13	Declaratory Judgment G.L.c. 231A	(A)	E25	Pleural Registry (Asbestos cases)	
B15	Defamation (Libel-Slander)	(A)	D99	Other (Specify)	(F)	E95	Forfeiture G.L.c. 94C, s. 47	(F)
B19	Asbestos	(A)				E96	Prisoner Cases	(F)
B20	Personal Injury-Slip&Fall	(F)				E97	Prisoner Habeas Corpus	(X)
B21	Environmental	(F)				E99	Other (Specify)	(X)
B22	Employment Discrimination	(F)						
B99	Other (Specify)	(F)						

TRANSFER YOUR SELECTION TO THE FACE SHEET.

EXAMPLE:

CODE NO.	TYPE OF ACTION (SPECIFY)	TRACK	IS THIS A JURY CASE?
B03	Motor Vehicle Negligence-	(F)	Yes
3	Personal Injury		

SUPERIOR COURT RULE 29

DUTY OF THE PLAINTIFF. The plaintiff or his/her counsel shall set forth, on the face sheet (or attach additional sheets as necessary), a statement specifying in full and itemized detail the facts upon which the plaintiff then relies as constituting money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served on the defendant together with the complaint. If a statement of money damages, where appropriate is not filed, the Clerk-Magistrate shall transfer the action as provided in Rule 29(5)(C).

DUTY OF THE DEFENDANT. Should the defendant believe the statement of damages filed by the plaintiff in any respect inadequate, he or his counsel may file with the answer a statement specifying in reasonable detail the potential damages which may result should the plaintiff prevail. Such statement, if any, shall be served with the answer.

A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.

FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY
MAY RESULT IN DISMISSAL OF THIS ACTION.

Commonwealth of Massachusetts

SUFFOLK ss.



SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION

04-4727

No.

Shonnett Sisco, Plaintiff(s)

Goodwin Procter LP, Defendant(s)

SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon

Shonnett Sisco

plaintiff's attorney, whose address is 212 Brookview St, Dorchester MA 02124, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Boston either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, Suzanne V. DeVecchio, Esquire, at Boston, the four day of November, in the year of our Lord two thousand four.

Michael Joseph Donovan

Clerk/Magistrate

A true copy Attest:

11/17/04

Deputy Sheriff Suffolk County

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.
3. PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED
(1) TORT — (2) MOTOR VEHICLE TORT — (3) CONTRACT — (4) EQUITABLE RELIEF — (5) OTHER

1

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPT.

CIVIL ACTION

DOCKET NO. 04-4727-13

SHONNETT SISCO,

Plaintiff,

v.

GOODWIN PROCTER, LLP,

Defendant.

COMPLAINT

SUFFOLK SUPERIOR COURT
CIVIL CLERK'S OFFICE
2004 OCT 29 P 35
MICHAEL JOSEPH DONOVAN
CLERK/MAGISTRATE

Introduction

This is an action for compensation, damages, punitive damages and a judgment in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law.

151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615

(a)(1). The defendant, Goodwin Procter LLP (the "Company") has refused to reimburse the amount of \$553.62, which is alleged as follows:

The Parties

1. The plaintiff, Shonnett Sisco resides at 26 Brookview Street, Dorchester, Massachusetts in Suffolk County and has been employed with the defendant since November 1998.

2. The defendant, Goodwin Procter LLP is a law firm with its principle place of business at Exchange Place, Boston, Massachusetts in Suffolk County.

Jurisdiction and Venue

3. This Court has jurisdiction under Mass. Gen. L. Ch. 233A §2.
4. Venue is proper because the alleged unlawful practice occurred in Suffolk County.

Factual Allegations

5. On or about November 21, 2001, I signed an agreement that authorized the Company to withhold a portion of my *earned income* and deposit it into a dependent care account (flexible spending account) for the year 2002.

6. On or about September 10, 2002 I sustained an injury for carpal tunnel syndrome, that required a FMLA leave of absence.

7. On or about October 29, 2002, I discovered that the Company made an *alleged* error regarding my workers' compensation benefits for the previous year (August 2001). After I informed the Company of this incident I was reimbursed \$870.35 shortly thereafter. This "alleged" error was made because of my race, which is black. My birth certificate is attached as Exhibit A. It is also in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

8. On or about October 31, 2002, I requested an internal investigation regarding my discovery of October 29, 2002 through the Company's Equal Employment Opportunity Committee. My request was denied shortly thereafter and I asked for reconsideration of this decision. This decision was in retaliation for complaining and because of my race.

9. On or about November 20, 2002 I asked Mary Cuthbert to cancel my deductions for my dependent care account for the remainder of the year 2002, but several deductions were made after my request. (*See Exhibit F*). The e-mail is attached as Exhibit B. Prior

to this incident, I complained to the Company regarding Ms. Cuthbert, but my complaints were ignored. My request was ignored because of my race and in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5).

10. On or about November 21, 2002 the Company issued me a short-term disability check for my illness while the Hartford Insurance Company continued to contest the workers' compensation claim. The check, which is attached as Exhibit C, was minus my previously agreed pre-tax deductions.

11. On about December 3, 2002 I was reminded that the balance of my dependent care account (flexible spending account (\$1,570.72)) would be forfeited, unless I provided the appropriate child care receipts as per the previously signed agreement. The e-mail is attached as Exhibit D.

12. On or about December 27, 2002 after disputing a deduction of one days' pay, I was informed of an "alleged" mistake regarding my sick days. The e-mail is attached as Exhibit E. This "alleged" mistake is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

13. On or about December 27, 2002 I received a pay check that showed the total amounts that I deposited to and received from my dependent care account, which is attached as Exhibit F.

14. On or about December 31, 2002 I submitted a claim form for my dependent care account for \$632.50, which is attached as Exhibit G. This submission left a balance in my dependent care account of \$553.62.

15. On or about January 9, 2003 I signed an Agreement to Pay Compensation

regarding my 2002 workers' compensation claim, which was signed by Judge Purcell on January 30, 2003.

16. On or about February 27, 2003 the Payroll Manager, Jean Duguay sent an e-mail to a co-worker regarding clarification of my tax impact regarding deductions, which is attached as Exhibit H. The last paragraph is evidence of inaccuracies regarding the reversal of *all* pre-tax deductions.

17. On or about March 16, 2003 the Company informed me that they would not reconsider my request for an internal investigation regarding my allegations of racial discrimination of the distribution of my workers' compensation benefits. The memorandum is attached as Exhibit I. This is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

18. On or about March 17, 2003 the Company entered into another agreement regarding my workers' compensation pay and the issuance of a revised W-2 (a W-2c), which is attached as Exhibit J. On the last page, which is entitled "Analysis of Reversing Shonnett Sisco's Short Term Disability Payment for 2002" the Company agreed to *reverse the pre-taxed deductions* of Box 10 and 12 that were associated with the short-term disability check. During the disability period I had pre-tax deductions of \$961.50, which were previously deposited into my dependent care account (flexible spending account). The change was reflected on my W-2c, which is attached as Exhibit K regarding the dependent care account (flexible spending account), but failed to make the same change to the actual account which had a balance of \$553.62 prior to the forfeiture date of January 31, 2003. This is retaliatory racial harassment in violation of Title VII of

the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

19. The Company became aware that I was aggrieved of this loss of compensation/benefit during proceedings and correspondence submitted to the Equal Employment Opportunity Commission (the "EEOC") and the Massachusetts Commission Against Discrimination (the "MCAD") in September 2003 and at a meeting in 2004. The attorney whom handled my workers' compensation claim for 2002, James W. Nagle, P.C., also assisted with the proceedings at the EEOC and MCAD. Mr. Nagle is a Partner for the defendant and has extensive experience regarding labor and employment law. The failure to investigate and resolve this issue is racial harassment that is in retaliation for participating in state and federal proceedings. It is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

20. On or about September 25, 2003 I obtained a document that summarized my 2002 dependent care account (flexible spending account). The document is attached hereto as Exhibit L. On the attached exhibit, the Year to Date ("YTD") figure is incorrect. The correct YTD amount credited to my account is \$3,653.70 as per my W-2c and not \$4,061.58 as indicated on the attached sheet. Although I originally elected the Company to withhold \$4,999.80 from my salary for 2002, due to my workers' compensation leave of absence \$3,653.70 was declared earned income regarding the account. I received \$4,061.58 from my account as indicated on the attached sheet. This figure is over the full balance the defendant reported to the IRS by \$407.88. This amount (\$407.88) when added to the *alleged* forfeiture amount of \$553.62 totals \$961.50. The same amount

(\$961.50) is the total the defendant agreed to reverse, as it was originally placed in my dependent care account (flexible spending account) and eventually declared workers' compensation, which is not income.

21. On or about December 17, 2003 I received an e-mail regarding another "alleged" error of my pay, which is attached hereto as Exhibit M. In my response, I specifically requested that care be given to ensure that this ongoing problem ceased. This is racial harassment that is in retaliation for complaining, which is violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

22. On or about March 4, 2004 I attended a hearing regarding my EEOC and MCAD complaints of racial discrimination and retaliation. The defendant's former Human Resource Director, Julie Hackett attended this hearing, as well as Mr. Nagle. During the meeting I verbally expressed that the defendant illegally retained \$553.62 of my compensation that should be returned to me. The refusal to resolve the matter is in racial harassment that is retaliatory for participating in state and federal proceedings. It is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

23. On July 31, 2004 I received letters from the EEOC granting the right to sue, which is attached as Exhibit N.

24. The IRS defines forfeitures of dependent care accounts (flexible spending accounts) as "*amounts credited to your dependent care benefit account (flexible spending account) and included in the amount shown in box 10 of your W-2, but not received*

because you did not incur the expense." As per their definition of forfeiture, I didn't incur a loss regarding my account. I received the amount the defendant reported to the IRS of \$3,653.70. My year-end pay stub is attached as Exhibit F. The IRS also states "your employer must give you a Form W-2 (or similar statement), showing in box 10 the *total* amount of dependent care benefits provided to you during the year under a qualified plan and it specifically states that earned income does not include workers' compensation.

Conclusion

25. I was subjected to adverse treatment and a hostile work environment, which was ongoing. Therefore the continued violation theory should be applied regarding this matter. It was retaliatory and because of my race, which resulted in a tangible employment action (loss of \$553.62). I received less favorable treatment than a similarly situated employee (Andrea Riahi), whom is white. This is in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1). The Company cannot claim an affirmative defense, as this action was at the hands of alter ego employees. *See Burlington Industries, Inc. v. Ellerth*, 118 S. Ct. 2257 (1998), and *Faragher v. City of Boca Raton*, 118 S. Ct. 2275 (1998). The defendants should've previously investigated and obtained factual knowledge of the *alleged* forfeiture amount set forth above for the EEOC and MCAD proceedings. The Company knew or should have known that it is against the law to forfeit a portion of my workers' compensation money based on a prior agreement (See Mass. Gen. L. ch. 152 §46. The Company has acted with egregiousness and reckless disregard concerning my loss of \$553.62. The Company has refused to deal with me in good faith and has displayed a pattern of retaliatory racial harassment for my

participation in the EEOC and MCAD proceedings and because of my race. This resulted in the failure to properly reverse my dependent care account (flexible spending account) or, reimburse the amount owed of \$553.62. Thus creating a hostile work environment.

26. The Company signed an agreement, which should be enforced according to Mass. Gen. L. Ch. 152, §19(1). The defendant's refusal to honor this agreement is a breach of contract. Prior to the allegations set forth herein, I complained to the defendant regarding the distribution of benefits. The Company refused to investigate my allegations of racial discrimination, or monitor its employees regarding the distribution of benefits and compensation. This resulted in a second incident and created a racially motivated, hostile work environment, as I was subjected to discrimination in the terms and conditions of employment. This is an intentional act and a clear violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1).

27. As a result of the Company's failure to act, I have suffered a loss of compensation, loss of enjoyment of my life, loss of sleep and a hostile work environment, which was racially motivated.

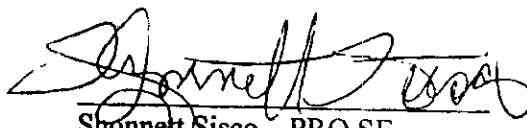
28. **WHEREFORE**, plaintiff demands a trial by Jury and that the Court grant the following relief in violation of Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1):

- a. Compensation in the amount of \$553.62;
- b. Interest;
- c. Punitive damages, in an amount to be determined at trial but, in excess of \$275,000.00;
- d. Costs; and
- e. Whatever equitable relief the Court deems necessary to protect the rights granted by Title VII of the Civil Rights Act of 1964; 42 U.S.C. §1981; Mass.Gen.Law. 151B §§4 ¶1, 4(4), 4(5); Family Medical and Leave Act 29 U.S.C. §1(1) 2601; 2615 (a)(1)..

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY.

DATE

10/29/04



Shonnett Sisco - PRO SE
26 Brookview Street
Dorchester, Massachusetts 02124
(617) 822-6932

CIVIL COVER SHEET

JS 44 (Rev. 3/99)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

SHONNETT SISCO

(b) County of Residence of First Listed Plaintiff SUFFOLK
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

PRC SE

04 CV 12564

DEFENDANTS

GOODWIN PROCTER LLP

County of Residence of First Listed SUFFOLK
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. JAY SHEPHERD,

Attorneys (If Known) STEPHEN B. REED, LURLEEN MANNING

SHEPHERD LAW GROUP, P.C.

99 SUMMIT STREET, SUITE 910

BOSTON, MA 02110

(617) 439-4200

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 DEF Incorporated or Principal Place of Business in This State ☐ 4 ☐ 4 DEF
- Citizen of Another State ☐ 2 ☐ 2 DEF Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5 DEF
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 DEF Foreign Nation ☐ 6 ☐ 6 DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of <input type="checkbox"/> 151 Unemployment Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Legislation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C/DIW W (405(g)) <input type="checkbox"/> 864 SSDI Title XVI <input type="checkbox"/> 865 RS1 (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

(Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Plaintiff has filed discrimination action in state court alleging violations of 42 USC s. 1981; 42 USC s. 2000e (Title VII); and the Family and Medical Leave Act with respect to her employment by Defendant.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12/7/04

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Shonnett Sisco v. Goodwin Prechter LLP
2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).
- I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- X II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. *Also complete AO-120 or AO-121 for patent, trademark or copyright cases
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.
3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.
4. Has a prior action between the same parties and based on the same claim ever been filed in this court?
- YES NO
5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)
- YES NO
- If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?
- YES NO
6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
- YES NO
7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
- YES NO
- A. If yes, in which division do all of the non-governmental parties reside?
- Eastern Division Central Division Western Division
- B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
- Eastern Division Central Division Western Division
8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)
- YES NO
- (PLEASE TYPE OR PRINT)
- ATTORNEY'S NAME Stephen B. Reed, Shepherd Law Group, P.C.
- ADDRESS 99 Summer Street, Suite 910, Boston, MA 02110
- TELEPHONE NO. (617) 439-4200